

## **Exhibit D**

### **City of Indianapolis Urban Horticulture Pilot Program - Rules**

Participating organization and individuals (collectively “Participants”) in the City of Indianapolis Urban Horticulture Pilot Program agree to adhere to the following rules and regulations when executing urban horticulture programs on the Plot(s), as defined in Exhibit B:

#### **Plot Maintenance**

Participants must consistently maintain the entire Plot throughout the year. Regular maintenance includes: keeping the Plot free of weeds, harvesting all ripe produce and removing all dead or diseased plants. Participants must make arrangements for weeding, watering, and harvesting in their absence. Plots must be maintained for the entire duration of the Agreement, including winter months.

#### **Tools, Trellising and other Materials**

Participants may construct storage facilities for tools and other agricultural items; however, the participants are responsible for removing these items and facilities upon the expiration or termination of the Agreement. All items must be stored in a way that does not collect water for a period of time long enough to provide a habitat for mosquitoes. Trellising, stakes, cages and other hardscaping materials are permitted for use during the growing season. Any facility constructed must measure less than 120 square feet, and must comply with all applicable laws, including all local ordinances, state and federal statutes, local, state and federal building, zoning, environmental, historic preservation and safety and sanitary codes.

#### **Plot Neglect/Abandonment**

If the Land Bank staff finds that the Plot is not being maintained in accordance with the rules described in this exhibit, City may revoke the license and retake possession of the property in accordance with Section 4 of the Agreement.

#### **Organic Guidelines**

Participants shall not use any inorganic fertilizers, pesticides or herbicides on their Plot.

#### **Fencing**

Participants are permitted to construct fences around the Plot; however, the participants are responsible for removing fences upon the expiration or termination of the Agreement.

#### **Theft and Damage**

Participants should report any vandalism, theft or suspicious behavior or activity on their Plot to the Land Bank staff. The City of Indianapolis and the Indianapolis Land Bank are not responsible for any damage to the Plot, theft of produce or personal belongings in the vicinity of the Plot or elsewhere.

#### **Annual Report**

Participants must submit an Annual Report regarding the state of the Plots and urban garden project by the 31<sup>st</sup> day of December each year. Participants will be provided with the necessary elements to include in the report. City may revoke the license and retake possession of the Plots in accordance with Section 4 of the Agreement if participants fail to submit the Annual Report in a timely and accurate fashion.